

Notice of Certain Changes in the New Car Lemon Law

Take Notice that the Governor signed S454/A1954 amending the New Jersey New Car Lemon Law, N.J.S.A. 56: 12-29 et seq., on October 1, 2009. The amendments became effective immediately.

Among other things, the amendments change the wording of the statement required to be given to a consumer purchasing or leasing a new vehicle advising of rights and remedies under New Jersey's Lemon Law. The law requires that the statement be provided to the consumer at the time of purchase or lease of a new vehicle.

Below is the form of Statement to Consumer, in both English and Spanish, to be given to the consumer. The statement must be on a separate piece of paper, in at least 10-point bold-face type. The forms will be included in new rules that the Division of Consumer Affairs will propose implementing the changes effected by the amendments.

"IMPORTANT: IF THIS VEHICLE HAS A DEFECT THAT SUBSTANTIALLY IMPAIRS ITS USE, VALUE OR SAFETY, OR THAT IS LIKELY TO CAUSE DEATH OR SERIOUS BODILY INJURY IF DRIVEN, AND WAS PURCHASED, LEASED OR REGISTERED IN NEW JERSEY, YOU MAY BE ENTITLED UNDER NEW JERSEY'S LEMON LAW TO A REFUND OF THE PURCHASE PRICE OR YOUR LEASE PAYMENTS.

Here is a summary of your rights:

1. To qualify for relief under the New Jersey Lemon Law, you must give the manufacturer or its dealer the opportunity to repair or correct the defect in the vehicle within the Lemon Law's term of protection, which is the first 24,000

miles of operation or two years after the vehicle's original date of delivery, whichever is earlier.

2. If the manufacturer or its dealer is unable to repair or correct a defect within a reasonable time, you may be entitled to return the vehicle and receive a full refund, minus a reasonable allowance for vehicle use.
3. It is presumed that the manufacturer or its dealer is unable to repair or correct the defect if substantially the same defect continues to exist after the manufacturer has received written notice of the defect by certified mail, return receipt requested, and has had a final opportunity to correct the defect or condition within 10 calendar days after receipt of the notice. This notice must be received by the manufacturer within the term of protection and may be given only after (i) the manufacturer or its dealer has had two or more attempts to correct the defect; (ii), the manufacturer or its dealer has had at least one attempt to correct the defect if the defect is one that is likely to cause death or serious bodily injury if the vehicle is driven; or (iii) the vehicle has been out of service for repair for a cumulative total of 20 or more calendar days, or in the case of a motorhome, 45 or more days.
4. If substantially the same defect continues to exist after the manufacturer has had the final opportunity to repair or correct the defect, you may file an application for relief under New Jersey's Lemon Law.

FOR COMPLETE INFORMATION REGARDING YOUR RIGHTS AND REMEDIES UNDER THE RELEVANT LAW, INCLUDING THE MANUFACTURER'S ADDRESS TO GIVE NOTICE OF THE DEFECT, CONTACT THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS, LEMON

LAW UNIT, AT POST OFFICE BOX 45026, NEWARK, NEW JERSEY 07101, TEL. NO. (973) 504-6226."

IMPORTANTE: SI ESTE VEHÍCULO TIENE UN DEFECTO QUE SUBSTANCIALMENTE AFECTA SU USO, VALOR O SEGURIDAD, O QUE PUEDE CAUSAR MUERTE O SERIO DAÑO CORPORAL SI SE MANEJA, Y FUE COMPRADO, ARRENDADO O REGISTRADO EN NUEVA JERSEY, USTED PUEDE TENER EL DERECHO BAJO LA LEY DE LIMÓN DEL ESTADO DE NUEVA JERSEY A UN REEMBOLSO DEL PRECIO DE COMPRA O A LOS PAGOS DE SU ARRENDAMIENTO.

Aquí le damos un resumen de sus derechos:

1. Para calificar por compensación bajo la Ley de Limón de Nueva Jersey, usted debe darle al fabricante o a su concesionario la oportunidad de reparar o corregir el defecto del vehículo dentro del término de protección bajo la Ley de Limón, que son las 24,000 millas primeras de operación o dos años después de la fecha original de la entrega del vehículo o lo que suceda primero.
2. Si el fabricante o su concesionario no puede arreglar o corregir el defecto dentro de un tiempo razonable, usted puede tener el derecho de devolver el vehículo y recibir un reembolso completo, menos un descuento por el uso del vehículo.
3. Si se supone que el fabricante o su concesionario no puede reparar o corregir el defecto y si substancialmente el mismo defecto continúa existiendo después que el fabricante ha recibido un aviso del defecto, mandado por correo certificado con recibo de retorno, y ha tenido una oportunidad final para corregir el defecto o condición dentro de los 10 días naturales después

de recibir el aviso. Este aviso tiene que ser recibido por el fabricante dentro del término de protección y sólo se puede dar después que (i) el fabricante o su concesionario ha intentado dos o más veces de corregir el defecto; (ii) el fabricante o su concesionario ha intentado por lo menos una vez de corregir el defecto si el defecto es uno que puede causar la muerte o serio daño corporal si el vehículo se maneja; o (iii) el vehículo ha estado fuera de servicio por reparos por una acumulación total de 20 días naturales o más, o en el caso de una casa rodante motorizada (*motorhome*) de 45 días o más.

4. Si substancialmente el mismo defecto continua existiendo después que el fabricante ha tenido la ultima oportunidad de reparar o corregir el defecto, usted puede presentar una solicitud para compensación bajo la Ley de Limón de Nueva Jersey.

PARA INFORMACIÓN COMPLETA ACERCA DE SUS DERECHOS Y RECURSOS BAJO ESTA LEY, INCLUYENDO LA DIRECCIÓN DEL FABRICANTE PARA NOTIFICARLE EL DEFECTO, PÓNGASE EN CONTACTO CON: NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS, LEMON LAW UNIT, POST OFFICE BOX 45026, NEWARK, NEW JERSEY 07101, NÚMERO DE TELÉFONO: 973-504-6226